



Project title: Professional Services Agreement (PSA) with Otak for Consulting Services for Water Main Replacement "Y" Project

City Council Agenda Item Cover Sheet

Council Bill # *interoffice use*

Agenda dates requested:

4/19/2023

Briefing

Proposed action

Consent 4/19/23

Action

Ordinance

Public hearing

Yes x No

Budget amendment:

Yes x No

PowerPoint presentation:

Yes x No

Attachments:

Two PSAs signed by consultant

Department(s) involved:

Public Works

Contact person:

Amie Roshak, P.E. *AR*

Phone number:

(425) 257-7249

Email:

aroshak@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Sign Professional Services Agreement (PSA) with Otak

Project: Water Main Replacement "Y"

Partner/Supplier : NA

Location: Multiple locations within the sewer service area

Preceding action: Plans and Systems Ordinance 3928-23, 1/27/23

Fund: 336 – Utilities Fund, Program 035

Fiscal summary statement:

The programmed available funding for this project, as established by City Ordinance No. 3928-23, is \$3,750,000.

Project summary statement:

This project will install new water main to replace existing water mains that have a high consequence of failure, and/or recently prone to breaks. The upgrade of these water mains will ensure reliability of water service for existing customers and future development, and that adequate fire flow, per the 2020 Comprehensive Water Plan, is provided. The project is scheduled for design in late 2023 and construction in late 2024.

The location of the project is

- Madrona Avenue from West Mukilteo Boulevard to Seahurst Avenue
- I-5 bridge from East Grand Avenue to 4th Street SE
- Evergreen Way and 75th Street SE intersection
- Beverly Lane between 74th Street SE and 76th Street SE
- Evergreen Way near 52nd Street SE

The Professional Service Agreement is to provide engineering services including preliminary and final design, geotechnical investigation and report, permitting support, site survey and project cost estimating.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign a Professional Services Agreement in the amount of \$350,138.00 with Otak, for engineering consulting services on the Water Main Replacement "Y" project.

**CITY OF EVERETT
PROFESSIONAL SERVICES AGREEMENT**



THIS AGREEMENT made and entered into on this day of , 2023, by and between the **CITY OF EVERETT**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the “City,” and Otak, whose address is 11241 Willows Road NE, Suite 200, Redmond, WA 98052, hereinafter referred to as the “Service Provider.”

WHEREAS, the City desires to engage the Service Provider to provide engineering consulting services for Water Main Replacement "Y" project for the City of Everett; and

WHEREAS, Service Provider represented, and by entering into this Agreement now represents, that it is fully qualified to perform the work to be performed hereunder in a competent and professional manner;

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. **Engagement of Service Provider.** The City hereby agrees to engage the Service Provider, and the Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the attached "Exhibit A - Scope of Work". The Scope of Work so identified is hereafter referred to as “Work”. Without a written directive of an authorized representative of the City, the Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If the Service Provider’s proposal is attached as an exhibit, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this Agreement, then the Service Provider expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the City and Service Provider. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider’s design shall be reasonably accurate, adequate and suitable for its intended purpose.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Agreement, or for the City of Everett, belong to the City of Everett. Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of mutual execution of this Agreement and shall be completed by December 31, 2024.

4. **Compensation.**

A. The City shall pay the Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.

B. The Service Provider shall be paid such amounts and in such manner as described in Exhibit B.

C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses either listed in Exhibit C or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. If Exhibit C is either blank or not attached, expenses may not be reimbursed unless prior written approval was obtained from the City. An expense shall not be reimbursed if: (1) the expense is not identified in Exhibit C; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified in Exhibit C; or (3) the expense was not approved in writing by an authorized City representative prior to the Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City. If authorized, the City may (at its sole option) obtain or arrange air travel for the Service Provider.

D. Total compensation, including all services and expenses, shall not exceed a maximum of three hundred fifty thousand one hundred thirty eight Dollars (\$350,138.00).

E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.

5. **Method of Payment.**

A. To obtain payment, the Service Provider shall (a) file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (d) comply with all applicable provisions of this Agreement. Service Provider shall be paid no more often than once every thirty days.

B. All requests for payment should be sent to:

City of Everett
Attn.: Amie Roshak, PE
3200 Cedar Street
Everett, WA 98201

6. **Submission of Reports and Other Documents.** The Service Provider shall submit all reports and other documents as and when specified in Exhibit A. This information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.

7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date") at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by email, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, the Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. Notices under this Section 7 shall be sent by the United States Mail to Service Provider's address provided herein, postage prepaid, or by delivery. In addition, Notices may also be sent by any other method reasonably believed to provide Service Provider actual notice in a timely manner, such as email. The City does not by this Section 7 waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, and without limitation of or prejudice to any other available remedy or recourse, the City may deduct from the final payment due the Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.

8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of the Service Provider to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.

9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.

10. **Indemnification.** Except as otherwise provided in this Section 10, the Service Provider hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or

subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. The Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section 10 whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The Service Provider's duty to defend and indemnify and save harmless pursuant to this Section 10 is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Service Provider. The Service Provider's obligations under this Section 10 shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) the Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then the Service Provider's liability under this Section 10 shall be only to the extent of Service Provider's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, the Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section 10: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify and save harmless the City to the extent and on the same terms and conditions as the Service Provider pursuant to this Section 10. The provisions of this Section 10 shall survive the expiration or termination of this Agreement.

11. **Insurance.**

A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless the Service Provider covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate,

including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. Such coverage may be written on a claims made basis. If both parties agree that the Work does not warrant Service Provider providing Professional Errors and Omissions Insurance, this Section 11.A.4 may be stricken and initialed by both parties.

B. The above liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Service Provider to furnish the required insurance during the term of this Agreement.

C. Upon written request by the City, the insurer or his/her agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.

D. Prior to the Service Provider performing any Work, Service Provider shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Service Provider's obligations to fulfill the requirements.

E. If the policy listed in Section 11.A.4. above, Professional Errors and Omissions Insurance, is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy. (This Section 11.E shall not apply if Section 11.A.4. above is stricken.)

F. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide the City with

evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

G. In case of the breach of any provision of this Section 11, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of the Service Provider, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the City for such cost.

12. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.

13. **Independent Contractor.**

A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.

B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:

(1) Service Provider is free from control or direction over the performance of the service; and

(2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and

(3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and

(4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and

(5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other

state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and

(6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.

C. Any and all employees of the Service Provider, while engaged in the performance of any Work, shall be considered employees of only the Service Provider and not employees of the City. The Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Service Provider's employees, while so engaged on any of the Work

D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.

E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Service Provider and as to all duties, activities and requirements by the Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

14. **Employment/Conflict of Interest.** The Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.

15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, the Service Provider shall make available to the City for the City's examination all of the Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, the Service Provider will permit the City to audit,

examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

16. **City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.

17. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.

18. **Compliance with Federal, State and Local Laws.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.

19. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section.

20. **Compliance with Grant Terms and Conditions.** Service Provider shall comply with any and all conditions, terms and requirements of any federal, state or other grant that wholly or partially funds Service Provider's work hereunder.

21. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.

22. **Waiver.** Any waiver by the Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

23. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

24. **Modification of Agreement.** This Agreement may only be modified as provided in ¶8, or by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City and the Service Provider.

25. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

26. **Notices.**

A. Notices to the City of Everett shall be sent to the following address:

City of Everett
Attn.: Amie Roshak, PE
3200 Cedar Street
Everett, WA 98201

B. Notices to the Service Provider shall be sent to the following address:

Otak, Inc.
Attn: Mark Cole
11241 Willows Rd NE, Suite 200, Redmond, WA 98052

26. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.

27. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.

28. **City Marks.** The Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.

29. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

30. **Signature/Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. Execution of this Agreement by a party shall be legally valid and effective by (i) executing a paper copy, (ii) execution by AdobeSign or DocuSign or other e-signature method, or (iii) transmitting an executed copy by email or otherwise in pdf format or other electronically scanned format.

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement as of the date first above written.

**CITY OF EVERETT,
WASHINGTON**

Cassie Franklin, Mayor

Date

ATTEST:

Office of the City Clerk

Standard Document
Approved as to Form
Office of the City Attorney
11.15.22

SERVICE PROVIDER: Please fill in the spaces and sign in the box appropriate for your business entity.

Corporation

Otak, Inc.

Limited

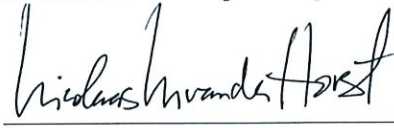
[Service Provider's Complete Legal Name]

Liability

Company

Partnership

By:



Signature

Typed/Printed Name of Signer: Nico M. Vanderhorst

Title of Signer: Principal

Date: March 31, 2023

Sole

Proprietorship

[Typed/Printed Name]

Signature

Date:

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
COMPENSATION

☒ **ALTERNATE A [HOURLY RATE UP TO A MAXIMUM AMOUNT]**

The City shall pay the Service Provider a sum equal to the amount of hours actually worked multiplied by the rate identified herein for the staff performing the Work, subject to the maximum stated in ¶4(D) of this Agreement.

Name	Responsibility	Rate
See Exhibit B-1		

☐ **ALTERNATE B [LUMP SUM]**

The City shall pay Service Provider dollars (\$) upon the completion of the Work, subject to the maximum stated in ¶4(D) of this Agreement.

☐ **ALTERNATE C [PROGRESS PAYMENTS]**

The City shall pay the Service Provider the following amounts upon the completion of the following tasks, subject to the maximum stated in ¶4(D) of this Agreement:

Task	Amount Paid upon Completion of Task

☐ **ALTERNATE D [BASE REGISTRATION]**

The City shall pay the Service Provider such amounts and in such manner as follows:

Fee for service shall be percent % of the base registration fees collected by the City.

Additional fees and/or surcharges levied by the City will be retained 100% by the City.

Payments shall be made as stated in Exhibit A – Scope of Work. The base registration fee is listed in Exhibit A – Scope of Work. Compensation shall not exceed dollars (\$).

EXHIBIT C
REIMBURSABLE EXPENSES

Type of Expense	Maximum Per Item	Cumulative Maximum
Parking	See Exhibit B-1	
Meals	See Exhibit B-1	
Milage	See Exhibit B-1	
Printing	See Exhibit B-1	

STATE RETIREMENT SYSTEMS FORM
ATTACHMENT TO PROFESSIONAL SERVICES AGREEMENT
ALL SERVICE PROVIDERS MUST COMPLETE AND SIGN THIS FORM

1. Does Service Provider have twenty-five (25) or more employees? ☒ Yes ☐ No

IF YES: SKIP QUESTION 2, SKIP QUESTION 3, AND SIGN BELOW.

IF NO: ANSWER QUESTIONS 2 AND 3.

2. If a Service Provider employee will perform Work under this Professional Services Agreement, did that employee retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No
3. Answer the appropriate question below for Service Provider's business organization:

Sole Proprietor. Did Service Provider retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

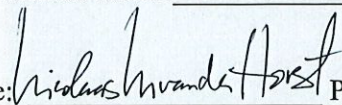
Partnership. If a partner will perform Work under this Professional Services Agreement, did that partner retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

Limited Liability Company. If a member will perform Work under this Professional Services Agreement, did that member retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

Corporation. If a shareholder will perform Work under this Professional Services Agreement, did that shareholder retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

IF THERE IS A "YES" ANSWER TO ANY PART OF QUESTIONS 2 OR 3, AN ADDITIONAL QUESTIONNAIRE (AVAILABLE FROM HR OR LEGAL) MUST BE FILLED OUT AND SUBMITTED WITH THE CONTRACT.

Service Provider Name: Nico Vanderhorst

Signature: 

Printed Name: Nico M. Vanderhorst Title: Principal

EXHIBIT A-1

City of Everett **Water Main Replacement “Y” Improvements**

Consultant Project # 21001A

Scope of Services

March 23, 2023

Project Description

The city (Client) has determined that certain segments of their existing water main system are prone to breaks and the consequence of a potential failure in these areas would be high. Upgrading of these water mains will ensure reliability of water service and adequate fire flow (per the 2020 Comprehensive Water Plan) is provided to existing and future customers.

The city desires to design waterline replacement of these segments and bundle into a single bid/construction package titled “Water Main Replacement “Y” improvement to be constructed in 2024. The proposed segments of existing water main to be replaced are as follows:

- 1. Beverly Lane (74th St. SE to 76th St. SE)**
Replace approximately 920 LF of existing 8-inch asbestos cement with new 8-inch ductile iron water main.
- 2. 75th Street SE and Evergreen Way intersection**
Replace approximately 110 LF of existing 8-inch asbestos cement pipe with new 8-inch ductile iron water main.
- 3. Evergreen Way (south of 52nd St. SE)**
Replace and upsize approximately 525 LF of existing 6-inch asbestos cement with 8-inch ductile iron water main.
- 4. Interstate 5 bridge (E. Grand Ave. to 4th St. SE)**
Replace and upsize approximately 800LF of existing 8-inch ductile iron suspended on I-5 bridge with new 12-inch ductile iron water main.
- 5. Madrona Avenue (W. Mukilteo Blvd to Seahurst Ave.)**
Replace and upsize approximately 2,200 LF of existing 6-inch cast iron with new 8-inch ductile iron water main.

Scope of Services

Otak, Inc. (Consultant) proposes to provide the following services:

I. Site Investigation and Data Collection

Consultant will review available relevant project documents, conduct a site visit, and obtain existing utility records. Consultant will survey, prepare design basemaps, and perform a geotechnical investigation.

1.1. Review available documents and research and field locate existing utilities

Consultant will review and compile any relevant existing documentation on the project, anticipated to include existing city utility records, design reports/studies, and environmental or soil information.

Consultant's design team members will conduct a site visit of the proposed project areas to understand field conditions and design challenges. The Consultant will coordinate with the Client prior to conducting any site visits and, if desired, may participate to share project knowledge and concerns. Existing conditions will be documented, and site photographs taken. The Consultant will prepare a memorandum summarizing findings from review of existing documentation and significant discussions and observations from the site visits.

Consultant will research utilities, coordinate and obtain records from utility agencies on existing facilities and confirm agency requirements. Consultant will review record drawings and contract with a utility locating service to field mark the horizontal location of existing utilities, including city utilities and services, within the anticipated project limits.

Consultant will prepare a matrix spreadsheet summarizing the existing utilities for use during design in identifying potential conflict and actions for each location. This document will be updated as design progresses to track utility coordination activities and/or whenever new information becomes available.

1.2. Topographic survey and basemapping

Consultant will perform survey and mapping sufficient for final design of proposed improvements along the streets within the five project locations. The topographic survey base mapping area and limits for each of the five locations are defined as follows:

- **Beverly Lane Waterline Replacement:**
Full street right-of-way between 74th St. SE to 76th St. SE, inclusive of intersections.
- **75th Street SE/Evergreen Way Waterline Replacement:**
Full street right-of-way for intersection including one hundred feet beyond the intersection on each street leg.
- **Evergreen Way Waterline Replacement:**
Full street right-of-way from and including the 52nd St. SE intersection to 550 feet south of that intersection.
- **Interstate 5 bridge Waterline Replacement:**
Topographic feature along bridge necessary to replace existing waterline attached to bridge structure between, and including a 50-foot-wide portion of street, E. Grand Ave. and 4th St. SE
- **Madrona Avenue Waterline Replacement:**

Full street right-of-way between W. Mukilteo Blvd to Seahurst Ave., inclusive of intersections.

Within project limits, Consultant will survey existing surface features including topography breaks, pavement and other hardscape, channelization and signing, significant trees and other significant landscaping, fences, buildings, and paint marks from utility locating services. Storm drainage and other utilities will be surveyed to the first structure or valve outside of the area to be surveyed and mapped. Invert elevations and pipe dimensions will be obtained for existing storm drains and sewer structures within these limits.

Consultant will create a topographic and planimetric base map in AutoCAD format from field survey data and utility records. Base mapping will be provided at a horizontal scale of 1 inch = 20 feet showing the features outlined above. A digital surface will be prepared, and contour lines will be shown at one-foot intervals. Parcel lines of properties adjoining street right-of-way will be depicted from available assessor records. The survey data will be referenced to the City's horizontal and vertical datum. It is anticipated that traffic control will be necessary to perform the field surveying of the two Evergreen Way project locations. Traffic control plan preparation, obtaining city approvals, and performing traffic control during field surveying of these project locations will be performed by an outside service.

1.3. Geotechnical engineering and site investigation

The Consultant will conduct a geotechnical investigation to identify soil conditions for proposed waterline replacement locations. Consultant will review existing available soils data and reports. Investigation will consist of conducting a total of nine (9) soil borings (1 boring at project site #2; 2 borings each at project sites #1 & #3; 4 boring at project site #5) with laboratory testing for applicable project location areas.

The results of the investigation and analysis will be presented in a geotechnical engineering report. The report will summarize the site investigation, results of laboratory testing and analysis to characterize soil conditions and identify ground water depths for the purpose of planning utility trenching, backfill, and pipe loading. The report will include recommendations on design and construction considerations including potential soil corrosion risks, trench safety and dewatering, slope protection and settlement monitoring related to landslide hazard and soil erosion.

Geotechnical field investigation and report will be performed by sub-consultant, GeoEngineers, Inc. Refer to Scope Appendix A-1 for more detail on specific Scope of Services, deliverables, and assumptions.

Task 1 Deliverables

- Findings/conclusions memorandum from site visits/existing document review, PDF
- Existing utility matrix spreadsheet, PDF
- Geotechnical investigation summary report, PDF
- Survey basemap CAD files and Surface TIN file for City review.

Task 1 Assumptions

- The Client shall provide the Consultant with copies of any available previous studies, reports, or other pertinent information relative to the project.
- It is assumed that right-of-entry permits for private properties will not be required however if determined necessary, it is assumed the Client shall obtain these permits allowing Consultant access.
- Topographic survey base maps will be developed using AutoCAD C3D 2023.

- Parcel side lot-line and side streets right-of-way will be based on GIS and will not resolved.
- No potholing of existing utilities will be performed in field locating the horizontal location of existing underground utilities reflected in survey basemaps.
- Labor and expense task level-of-effort budgets are estimates. Upon approval by the City, Consultant reserves the right to transfer unused task budget amounts to accomplish other service-task scope activities, if necessary.

2. Preliminary Design (30%)

Consultant will evaluate alternatives; prepare 30% design drawings and opinions of probable construction costs; and prepare a technical memorandum summarizing the preliminary design in each of the five project area locations.

2.1. Preparation of 30% design documents

2.1.1. Design and prepare preliminary plans.

Consultant will assess site conditions and evaluate waterline replacement considerations relative to existing utilities, restriction or constraints within the R/W, waterline installation, and traffic.

Consultant will prepare preliminary design plans and opinions of probable construction costs for the 30%-level design. The drawings will use the city's std title and border and drawing horizontal scale will vary depending on the appropriate level of detail required of the plan-drawing series. The following list of drawings are anticipated in the 30% design plans:

Cover and General Information Drawings (2 Drawings)

Prepare drawings indicating the project title, project number, vicinity/project locations map, drawing index, general notes, project legend, symbols, and abbreviations.

Waterline Replacement Plan and Profile Drawings (11 Drawings)

Prepare separate design drawings for the waterline replacements in each of the five project location areas. Drawings will be prepared using plan and profile format at a horizontal scale of 1 inch = 20 feet and vertical scale of 1" = 5 foot.

2.1.2. Preparation of design technical memorandum

Consultant will prepare a technical memorandum summarizing the design and considerations for replacing the waterline in each of the five project locations. The memorandum will present waterline design criteria, an assessment of existing site conditions, utilities, and potential conflicts and/or construction constraints. The memorandum will provide recommendations on pipe materials and installation methods, including consideration of trenchless installations, where appropriate, and highlight key findings and recommendations from the geotechnical investigation.

Consultant will submit the technical memorandum along with the design plans to the city for review and comment.

2.1.3. Prepare opinions of probable construction costs

Using the design drawings, Consultant will calculate quantities for the major items of construction. Unit costs will be estimated from experience and previous bid tabs on recent similar projects. The opinions of probable construction costs will include appropriate contingencies to reflect the level of design complete. The Client will provide the Consultant unit costs from recent construction projects, where applicable, to assist in developing construction cost opinions.

2.2. Preliminary-design coordination with franchise utility agencies

Consultant will coordinate with the applicable franchise utility agencies (power, gas, telecommunications) to verify locations of shown existing facilities and initially discuss requirements on potential relocation/adjustment of facilities.

Consultant will prepare a utility coordination plan to show all existing utilities within each of the project areas. Consultant will update the utility spreadsheet matrix to reflect anticipated conflict locations and possible conflict-avoidance options and/or provide guidance to the utility companies for verifying depths potential adjustment locations. Consultant will submit preliminary design plans and to utility agencies and meet to review the proposed project, discuss design requirements and timelines.

2.3. Preliminary design quality control

Consultant will schedule and commit the necessary resources and implement quality control measures during preliminary design and to effectively communicate and keep client apprised of progress, unanticipated design issues that may arise, and issues requiring client decision and direction. Consultant will perform specific quality control reviews of design elements and proposed deliverables. Consultant will require similar quality control measures of subconsultant team members and review team members deliverables for completeness and compatibility with other design elements and documentation.

2.4. Preliminary design meetings (with the Client)

The Consultant will prepare for and attend design meetings with the city during the alternative evaluation and 30% design. Consultant will prepare and attend meetings to review and discuss options and alternatives, design issues and considerations, and discuss City review comments on document submittals. Consultant will document decisions, determinations, and conclusions resulting from the design meeting with the city.

Task 2 Deliverables

- 30% design technical memorandum with 30% design plans, PDF
- Opinion of probable construction cost, PDF
- Existing utility coordination plans, PDF
- Update existing utility conflict matrix, PDF

Task 2 Assumptions

- Design drawings will be prepared based on the City CADD and design standards.
- The Client will provide the Consultant unit costs from recent construction projects, where applicable,
- For budgeting purposes, level-of-effort for preliminary design meetings with client is based on Consultant attendance by two design staff for three (3) 1-hour meetings with the City, anticipated as one in-person and two virtual meetings.
- Labor and expense task level-of-effort budgets are estimates. Upon advance approval by the City, Consultant reserves the right to request transfer of unused task budget amounts to accomplish other service-task scope activities, if necessary.

3. Final Design and Construction Document Preparation

Consultant will design and prepare construction documents consisting of plans, specifications (project manual), and opinions of probable construction costs (PS&E documents) with interim document submittals at 60%, 90%, and 100% complete. Consultant will assist the city obtain permits and agency project approvals, where applicable.

3.1. 60% design and construction document preparation

Consultant will design and prepare 60% PS&E documents and submit to the city for review and comment.

3.1.1. Preparation of construction plans

Consultant will design and advance the previously prepared drawings to a higher level of completion, including incorporating the comments from previous design submittal. Consultant will prepare additional drawings and details to form a 60%-level complete set of construction plans.

The following list of drawings are anticipated in the 60% design plans:

- ***Cover and General Information Drawings (5 Drawings)***

Consultant will advance the previously prepared drawings to a higher level of completion, including preparing additional supporting detail drawings and incorporating review comments from previous design submittal. Consultant will prepare additional general information drawings to include site topography with project location survey control, and project construction traffic control measures and requirements.

- ***Waterline replacement plan and profile drawings (14 Drawings)***

Consultant will advance the previously prepared drawings to a higher level of completion, including preparing additional supporting detail drawings and incorporating review comments from previous design submittal.

- ***Site demolition and restoration drawings (7 drawings)***

The Consultant will prepare plan drawings and supportive details necessary for site and roadway restoration required of proposed improvements. Drawing format will be double-plate plan and scale will match that of the plan and profile design drawings. The drawings will depict limits of removal/replacement of in-kind replacement of pavements, driveways, sidewalks (including ramp reconstruction where necessary to meet ADA compliance); erosion control measures; replacement of pavement markings, and other miscellaneous reconstruction items required of the proposed improvements. The Consultant will coordinate with the city to identify and/or recommend the type of restoration in given areas of the project.

3.1.2. Preparation of project outline-specifications

Consultant will prepare a project specification outline. The project manual outline will include table of contents of the complete project manual (relevant required city bid and contract document) and a list of required technical specification in the form of special provisions to the WSDOT/APWA Standard Specifications for Road, Bridge, and Municipal Construction, including applicable city special provisions. The City shall supply the Consultant with an electronic version (Microsoft Word) of standard boilerplate of its bid, contract, and other relative standards, and agency special provisions specifications.

3.1.3. Opinion of probable construction costs and anticipated construction schedule

Consultant will coordinate with City staff to identify standard and non-standard bid items used for the project. Consultant will estimate quantities and develop an itemized opinions of probable construction costs using unit costs based on experience and recent similar project bid tabs. The opinions of probable construction costs will include appropriate contingencies to reflect the level of design completed. Consultant will develop an estimate of the anticipated construction duration for each waterline replacement project location.

3.1.4. Submit documents and respond to city review comments.

Consultant will assemble and submit documents for review and comment, including meeting with the city to discuss design aspects and details of the submittal. The city shall review and provide Consultant a consolidated set of written review comments and Consultant will subsequently evaluate the comments and provide the City with written response to each comment for clarification and concurrence.

3.1.5. Assistance with project permits and agency approvals.

The City will be responsible for leading the project permitting effort and preparation of SEPA checklist and other environmental permit applications/approvals, including a cultural resource assessment, HPA, or shoreline permit, if needed. Consultant will assist by providing applicable design information for permit applications and review/comment of the prepared checklists and applications, including assisting with coordination and approvals with WSDOT relative to I-5 waterline replacement.

3.2. 90% design and construction document preparation

The Consultant will design and prepare 90% PS&E documents and submit to the City for review and comment.

3.2.1. Preparation construction plans

Consultant will revise the previously prepared construction plans to a higher level of design completion, including incorporating the comments from previous design submittal.

3.2.2. Preparation of project specification manual

Consultant will revise the previous project specification outline to form a complete project specification manual. The project manual will include relevant Client contract bid documents, bid proposal, and technical special provisions to the standard WSDOT/APWA specifications.

3.2.3. Preparation of opinion of probable construction costs

Consultant will revise the quantities and update the previous opinion of probable construction costs, including an appropriate contingency to reflect the level of design complete. Consultant will review and update any changes in the anticipated construction duration of each waterline replacement project location.

3.2.4. Submit documents and respond to city review comments.

Consultant will assemble and submit documents for review and comment, including meeting with the city to discuss design aspects and details of the submittal. The city shall review and provide Consultant a consolidated set of written review comments and Consultant will subsequently evaluate the comments and provide the City with written response to each comment for clarification and concurrence.

3.3. Preparation of 100% construction documents

Consultant will visually examine the project site to verify that site conditions have not changed since the time of initial site survey and notify/discuss any significant findings which may have an impact on proposed improvements.

Consultant will prepare the PS&E construction documents by completing final design and incorporating comments from previous design submittal. Consultant will submit a "100% Proof Set" of construction documents for final review and approval, including incorporating any requested final document edits.

3.4. Final-design coordination with franchise utility agencies

Consultant will submit 60% design drawings to utility agencies and coordinate with each regarding review and comment. Consultant will respond to agency questions and comments and keep the city aware of progress and review-coordination with utility agencies. At 60% design, Consultant will identify and recommend locations for potholing within locations determined to be critical for design. Consultant will meet to review the proposed project, discuss design requirements and timelines, and obtain specific utility agency comments at each progress design milestone.

3.5. Final design quality control

Consultant will schedule and commit the necessary resources and implement quality control measures during preliminary design and to effectively communicate and keep client apprised of progress, unanticipated design issues that may arise, and issues requiring client decision and direction. Consultant will perform specific quality control reviews of design elements and proposed deliverables. Consultant will require similar quality control measures of subconsultant team members and review team members deliverables for completeness and compatibility with other design elements and documentation.

3.6. Final design meetings (with the Client)

Consultant shall prepare for and attend coordination meetings with the Client and other agencies during the final design. Consultant will prepare and distribute meeting summaries and coordinate with the Client prior to scheduling any meetings with outside agencies.

Task 3 Deliverables

- 60%-level design submittal:
 - Design Plans: 3-Paper half-size; PDF and AutoCAD files
 - Project Outline-Specifications: 3-Bound paper copies; PDF, 1 MSWORD copy.
 - Opinions of probable construction costs: PDF.
 - Anticipated construction duration of each replacement location, PDF
 - Written response to agency review comments; 1 MSWORD copy.
- 90%-level design submittal:
 - Design Plans: 3 Paper half-size; PDF copy.
 - Project Specifications: 3-Bound paper copies; PDF (searchable), 1 MSWORD copy.
 - Opinions of probable construction costs: PDF.
 - Written response to agency review comments; 1 MSWORD copy.
- 100%-level design "Proof-set" submittal:
 - Design Plans: 1 Paper half-size, PDF copy.
 - Project Specifications: 1 Bound paper copy, PDF (searchable).
 - Opinions of probable construction costs: PDF
 - Written response to agency final comments; 1 MSWORD copy.
- Copies of miscellaneous correspondence/meeting summaries, PDF.
- Copies of all submittal documents and significant correspondence w/franchise utility agencies, PDF.

Task 3 Assumptions

- Project specification to be based on 2023 WSDOT/APWA Standard Specifications for Road, Bridge, and Municipal Construction
- The City shall supply the Consultant with an electronic version (Microsoft Word) of standard boilerplate of its bid, contract, and other relative standards, and agency special provisions specifications.
- The City shall review and provide Consultant a consolidated set of written review comments from all reviewers.

- For budgeting purposes, level-of-effort for preliminary design meetings with client is based on Consultant attendance by two design staff for eight (8) 1-hour meetings with the City, anticipated as four in-person and four virtual meetings, including an in-person workshop with City staff at 60% design.
- Labor and expense task level-of-effort budgets are estimates. Upon advance approval by the City, Consultant reserves the right to request transfer of unused task budget amounts to accomplish other service-task scope activities, if necessary.

4. Bidding Assistance

Consultant will assemble and submit final "bid-ready" electronic, digitally signed documents for city's use in construction-bid solicitation via an on-line electronic plan distribution service.

Consultant will assist the city in responding to contractor questions and document interpretation, including prepare any required bid addenda and attend pre-bid meeting, if requested. Consultant will review received bids to identify irregularities, verify contractor references, and prepare conformed documents for project construction.

Task 4 Deliverables

- Final "bid-ready" signed/sealed plans, original Full-size vellums, PDF.
- Final project specifications, 1- MSWORD; PDF.
- Final Engineers estimate, PDF.
- Bid question clarifications: Email response for each question/clarification.
- Bid addenda: 1 MSWORD Draft & PDF Final copy w/Engineer's seal & signature, ea.
- Bid Evaluation: 1 MSWORD copy.
- Conform construction plans and specification documents, 1 CD with PDF and AutoCAD files.

Task 4 Assumptions

- The City shall be responsible for leading the construction bid solicitation process; submittal of documents to electronic bid services; issuing bid advertisement; and conducting the bid opening.
- No services during construction are included. Construction assistance services will be scoped and budgeted prior to construction and approved by separate supplemental agreement.
- City to produce hard copy plans for construction.
- Labor and expense task level-of-effort budgets are estimates. Upon advance approval by the City, Consultant reserves the right to request transfer of unused task budget amounts to accomplish other service-task scope activities, if necessary.

5. Project Management and Administration

Consultant will manage the design team and their activities in completing this scope of services and design deliverables. Consultant will perform administrative coordination and activities to monitor and report on progress, including regular coordination to keep client abreast of consultant's project scope, schedule, and budget status.

5.1. Design and document preparation

Consultant will prepare a project work plan to guide and define the project. Plan to include Client's goals and objectives; information relative to project scope; schedule, budget, and deliverable milestones; design standards and project-specific QA/QC control measures; and communication and administrative protocols. Consultant will direct and supervise internal staff team members and their activities to coordinate successful completion of design documents and other provided services. Consultant will coordinate, manage, and meet with sub-consultant team

members to monitor activities for integration of sub-consultant's data and deliverables used in completing the design.

5.2. Client coordination and project reporting

Consultant will prepare a detailed project schedule to reflect significant tasks, project milestones, and monitor and updated schedule, as necessary. Consultant will document all design criteria, significant findings, and determinations made throughout the project. Consultant will monitor and track sub-consultant's scope activities and budget expenditures and review/process monthly invoices. Consultant will prepare/submit monthly progress reports and invoices with sufficient detail to demonstrate progress and budget.

Task 5 Deliverables

- Copy of Consultant's Project Work Plan, PDF
- Project Schedules w/periodic updates, PDF
- Monthly Progress Reports and Invoices, PDFs
- Copies of Meeting Summaries, PDF
- Copies of Miscellaneous Correspondence, PDF

Task 5 Assumptions

- Project Management, Coordination, and Administration budget is based on ten (10) month duration for performing Scope of Services Tasks 1-5.
- Project schedule will reflect significant design tasks/durations and be updated monthly.
- Project progress reports and invoicing will be submitted monthly. Invoice backup information (timesheets, etc.) will not be submitted with invoicing, except for copies of sub-consultant invoice documentation and expense receipts. Backup information will be made available for staff auditing purposes, if requested.
- Labor and expense task level-of-effort budgets are estimates. Upon advance approval by the City, Consultant reserves the right to request transfer of unused task budget amounts to accomplish other service-task scope activities, if necessary.

6. Unanticipated tasks

A management reserve is established for the City's use with unanticipated project design issues or requirements and future tasks that cannot be scoped at this time. Use of this budget is at the sole discretion of the City and Consultant will not use without separate prior written authorization from the City. The Consultant will provide a written scope of services and budget to the City for approval prior to the beginning of any requested services.

EXHIBIT A-1

SCOPE OF WORK GEOTECHNICAL ENGINEERING SERVICES CITY OF EVERETT, WATER MAIN REPLACEMENT Y GEOENGINEERS JOB NO. 0661-137-00

INTRODUCTION AND PROJECT UNDERSTANDING

GeoEngineers, Inc. is pleased to present our scope and fee estimate for geotechnical engineering services for the proposed Water Main Y project located in Everett, Washington. We understand the City is proposing to upgrade 5 segments of existing 6- to 8-inch diameter water main, bundled together as Water Main Replacement "Y". The proposed segments to be replaced are listed below:

1. **Beverly Lane (74th Street SE to 76th Street SE).** Replace approximately 920 LF of existing 8-inch diameter asbestos cement pipe with new 8-inch diameter ductile iron water main.
2. **75th Street SE and Evergreen Way Intersection.** Replace approximately 110 LF of existing 8-inch diameter asbestos cement pipe with new 8-inch diameter ductile iron water main.
3. **Evergreen Way (south of 52nd Street SE).** Replace and upsize approximately 525 LF of existing 6-inch diameter asbestos cement pipe with 8-inch diameter ductile iron water main.
4. **Interstate 5 bridge (E. Grand Ave. to 4th Street SE).** Replace and upsize approximately 800 LF of existing 8-inch diameter ductile iron pipe suspended on I-5 bridge with new 12-inch diameter ductile iron water main.
5. **Madrona Avenue (W. Mukilteo Blvd to Seahurst Ave.).** Replace and upsize approximately 2,200 LF of existing 6-inch diameter cast iron pipe with new 8-inch diameter ductile iron water main.

Geotechnical engineering services are requested for Sites 1 through 3 and Site 5 to evaluate subsurface soil and groundwater conditions and provide geotechnical recommendations for design. Key geotechnical considerations will include trenching and excavation, temporary slopes and temporary shoring, construction dewatering, pipe support, reuse of on-site soils, and geologic hazards and excavation stability.

SCOPE OF SERVICES

Based on our discussions with the design team, review of the exhibits, and brief site visits, we anticipate our scope will include the following tasks:

A. REVIEW AVAILABLE GEOLOGIC AND SUBSURFACE INFORMATION

Review geologic maps, soil surveys, and available geotechnical reports in our files and on public data bases regarding subsurface soil and groundwater conditions in the vicinity of the sites.

B. PLAN THE EXPLORATION PROGRAM AND OBTAIN PERMITS

- a. Complete a site visit to review current site conditions, evaluate surficial geology, locate borings, plan the traffic control operations, and develop permit applications for completing the explorations. We will subcontract the traffic control operations including preparation of the plans, and obtaining the signs, flaggers and traffic control supervisor.
- b. Submit permit applications, traffic control plans, and boring exploration plans to the City of Everett for review and approval.

C. FIELD EXPLORATION PROGRAM AND LABORATORY TESTING

- a. Complete site visits to meet with utility representatives and clear boring locations. This will include completion of the one-call utility locate service and coordinating with APS, a subcontracted private utility locator to clear existing utilities near the borings.
- b. Explore subsurface soil and groundwater conditions at the sites by drilling 9 borings to depths ranging from 15 to 25 feet (about 150 lineal feet of drilling). Based on the proposed replacement segments, we anticipate drilling the following distribution of borings:
 - Two borings on Segment 1, Beverly Lane to depths of about 15 feet. We anticipate closing one lane and using two flaggers at this location, and the drilling requiring less than ½ day.
 - One boring on Segment 2, within the left turn lane of 75th Street SE. This boring will be drilled to a depth of about 25 feet and require temporary closure of the left turn lane.
 - Two borings on Segment 3 within the outside lane of Evergreen Way. These borings are anticipated to be 15 feet deep. We will locate the borings outside of existing entrances to driveways.
 - Four borings along Segment 5 (Madrona Avenue). Based on the narrow street and observed existing residential parking along the curbs, we anticipate this may require temporary road closure at the boring location while drilling (approximately one hour or less at each boring). We will use flaggers to direct residents such that they will still be able to access their property.

The field explorations will be completed under the direction of a geotechnical engineer or geologist from our firm. The explorations will be located in the field by measuring or pacing from existing site features such as driveways, structures and other site features shown on the drawings. Our representative will maintain a detailed log of each exploration including the pavement section and underlying soils, and obtain samples of the various materials encountered. The samples will be returned to our office for additional examination and analysis, as necessary, for development of our recommendations. We will haul soil cuttings for offsite disposal.

We anticipate a perched groundwater condition may be encountered above the glacial deposits. We will note groundwater observations on the boring logs, monitoring wells are not planned at this time.

- c. Perform laboratory tests on representative samples of the soils, including tests for moisture content and grain size analyses.
- d. Evaluate pertinent physical and engineering characteristics of the soils based on the results of the field exploration, laboratory testing and our experience.

D. PROVIDE GEOTECHNICAL DESIGN RECOMMENDATIONS

- a. Describe site conditions including detailed subsurface soil conditions encountered based on results of the above tasks. Geologic descriptions will be provided based on published information, our experience, and the conditions encountered in the borings.
- b. Provide geotechnical recommendations for design including:
 - Excavation and temporary slope inclinations for open cuts.
 - Temporary shoring parameters for conventional systems (internally braced slide rails, trench boxes, etc.) including lateral pressures for partial shoring considerations.
 - Earthwork/trenching and stability considerations.
 - Pipe support including bedding and trench backfill criteria.
 - Suitability of reuse of on-site soils as trench backfill.
 - Provide a brief discussion of the suitability of trenchless alternatives at Site 2 (75th Street SE and Evergreen Way Intersection), as appropriate. This would include the need for deeper borings at proposed launching/receiving pits, as appropriate.
 - Pavement design recommendations for restoration.
 - Construction dewatering considerations including depth to groundwater observed during drilling and estimated permeability coefficients based on laboratory sieve analyses.
 - Erosion control considerations during construction.

E. GEOLOGIC HAZARDS ASSESSMENT

Complete a brief geologic hazards assessment (erosion, landslide, and seismic) in accordance with the City's municipal code for inclusion in the geotechnical report.

F. GEOTECHNICAL REPORT AND DESIGN TEAM MEETINGS

- a. Provide consultation and attend design team meetings and conference calls, as requested.
- b. Prepare a design report (draft and final) presenting our conclusions and recommendations along with supporting boring logs, laboratory data, and other appropriate figures.

GEOENGINEERS ESTIMATE - GEOTECHNICAL ENGINEERING SERVICES

	Client:	Otak	Job Name:	City of Everett Water Main Replacement Y			
	GeoEngineers Job No.	661-137-00					
	\$305.00	\$280.00	\$263.00	\$220.00	\$188.00	\$165.00	\$155.00
	Principal	Associate	Senior Engineer	Project Engineer 2	Staff 3 Engineer	Staff 2 Engineer	GIS/CAD
Data Review		2		4			
Plan Exploration/Mark Borings/Obtain Permits		1		4	8		
Field Exploration (9 borings, assume 3 days)				2		30	
Review Samples and Laboratory Testing Prepare Logs		1		4		3	
Geologic Hazards Discussion		2		4			
Engineering Analyses	1	2		4	6		
Report Preparation (Draft and Final)	1	4		8	8		8
Meetings/Communications and Project Management		4		10			
	2	16	0	40	22	33	8

Expenses

Expenses/ Mileage and APC	1,664
Subcontracted Traffic Control, Plans, Signs and Flaggers	6,800
Subcontracted Private Locate	810
Subcontracted Drilling	14,500
Laboratory Testing	1,938
Total Expenses	\$25,712

Total Fee Estimate

\$51,399



Memorandum

To: Amie Roshak, PE, Senior Engineer
From: Mark Cole, PE, Project Manager
Project No.: Otak 21001A
Date: February 20, 2023
Subject: Preliminary Milestone Schedule
Water Main Replacement "Y" Improvements, UP #3814

COMPLETED

Notice to Proceed April 19, 2023

1. Site Investigation and Data Collection (April – July)

- Kick-off Meeting April 24, 2023
- Review existing available project data (1-Week) April 28, 2023
- Research/obtain existing utility records (3-Weeks) May 5, 2023
- Perform surveying & mapping (7-Weeks) June 16, 2023
- Perform geotechnical engineering/investigation (7-Weeks) July 21, 2023

2. Preliminary Design (30%) (June - August)

- Evaluate replacement options and utility/design considerations (5-Weeks) .. June 30, 2023
- Preliminary review/discussion w/city staff (1-Week) July 9, 2023
- Prepare design drawings and technical memorandum (3-Weeks). July 28, 2023
- City review and comment on design documents (2-Weeks) August 11, 2023

3. Final Design and Construction Document Preparation (September – January('24))

60% Design and construction documents

- Design/preparation of construction documents (6-Weeks) Sept. 29, 2023
- City document review and comment (2-Weeks) Oct. 13, 2023
- Obtain project permits and agency approvals (4-Weeks) Nov. 9, 2023

90% Design and construction documents

- Design/preparation of construction documents (7-Weeks) Nov. 20, 2023
- City document review and comment (3-Weeks) Dec. 12, 2023

100% Design and construction documents

- Design/preparation of construction documents (3-Weeks) Jan. 9, 2024
- City document review and comment (1-Week) Jan. 17, 2024

4. Construction Bid Solicitation and Contract Award (Feb. 2024 – April 2024)

- Assemble final PS&E and city authorization to bid (3-Weeks) Feb. 15, 2024
- Project-Ad and Bid Opening (4-Weeks) March 12, 2024
- Bid evaluation and award construction contract (4-Weeks) April 5, 2024

5. Project Construction (May 2024 – October 2024)

- NTP and construction start May 1, 2024

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Subject

- Construction complete/project closeout..... Oct. 31, 2024

**CITY OF EVERETT - EXHIBIT B-1
PROJECT HOURS, EXPENSES AND FEE ESTIMATE**

Labor Category	Direct Salary Hourly Rates, (\$\$.CC)	HOURS FOR EACH TASK (Whole Hours Only)															
		Task 1	Task 1	Task 1	Task 1	Task 1	Task 1	Task 1	Task 1	Task 1	Task 1	Task 1	Task 1	Task 1	Task 1	Task 1	Task 1
		1.1	1.2	1.3	2.1	2.2	2.3	2.4	3.1	3.2	3.3	3.4	3.5	3.6	Task 2	Task 2	Task 2
1 Sr. PIC/Sr. PM Civil (Gaston)	\$ 100.35																
2 Civil Engineer X (Cole)	\$ 68.56	2			2	4	2	16	6	4	8	4			4		64
3 Civil Engineer VII (Ho)	\$ 55.79	16	4	12	52	16			4	84	148	36	8				
4 Scientist V (Gray)	\$ 57.51									12	4						
5 Engineering Designer III (Streiff)	\$ 35.34	24	12	8	24	24	8			68	116	28	16				
6 Engineering Tech IV (Kayanda)	\$ 33.00		4		16	8				32	40	12	4				
7 Project Coordinator I (Hazelquist)	\$ 43.00																
8 Project Admin Assist (Tengbom)	\$ 33.50				4					24	24						
9 PIC/PLS Sr. Manager (Yamashita)	\$ 83.82		30														
10 Survey Crew Chief III (Johnson)	\$ 48.45		236														
11 Survey Office Technician IV (Rusch)	\$ 42.80		119														
12 Civil Engineer X (Phengsavath)	\$ 68.91	4			8	2	4			12	16	4	2	8			
13																	
14																	
15																	
16																	
17																	
18																	
19																	
20																	
Total Task Hours		46	405	22	108	52	20	10	236	356	96	30					
Subtotal Direct Salary Cost (DSC), \$		2,154	19,821	1,089	5,237	2,280	1,373	635	10,741	16,361	4,346	1,282	4,939	2.0			
Overhead on DSC (Indirect cost) @. %	175.63%	3,783	34,812	1,913	9,198	4,004	2,411	1,115	18,864	28,735	7,633	2,252	8,674	3.5			
Total Labor Cost, \$		5,937	54,633	3,002	14,435	6,284	3,784	1,750	29,605	45,096	11,979	3,534	13,613	5.6			
Expenses, \$		Task 1	Task 1	Task 1	Task 2	Task 2	Task 2	Task 2	Task 3	Task 3	Task 3	Task 3	Task 3	Task 3	Task 3	Task 3	Task 3
1 Mileage		70	35		35			35		35	35						
2 Printing/Reprographic					50				50	50	50						
3 Expense																	
4 Expense																	
5 Expense																	
6 Expense																	
7 Expense																	
8 Per Labor Hr. Tech. Charge		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Expenses, \$		70	35	0	85	0	0	35	50	85	85	0	0	0	0	0	0
TOTAL LABOR AND EXPENSES		6,007	54,668	3,002	14,520	6,284	3,784	1,785	29,655	45,181	12,064	3,534	13,613	5.7			
Subconsultant Expenses, \$		Task 1	Task 1	Task 1	Task 2	Task 2	Task 2	Task 2	Task 3	Task 3	Task 3	Task 3	Task 3	Task 3	Task 3	Task 3	Task 3
1 GeoEngineers (Geotechnical Engineering)			0														
2 APS (Utility Locate) subconsultant			11,000	51,399													
3 TCP (Traffic Control) subconsultant			6,000														
4 Subconsultant																	
5 Subconsultant																	
6 Subconsultant																	
7 Subconsultant																	
8 Subconsultant																	
TOTAL SUBCONSULTANTS		0	17,000	51,399	0	0	0	0	0	0	0	0	0	0	0	0	0
Subconsultant Admin Mark-up, %	5.00%	0	850	2,570	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal Cost by Task		6,007	72,518	56,971	14,520	6,284	3,784	1,785	29,655	45,181	12,064	3,534	13,613	5.7			
Fee/Profit (as % of Total DSC & Overhead)	14.30%	849	7,813	429	2,064	899	541	250	4,234	6,449	1,713	505	1,947	8			